

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>  <b>FREE SPEECH SYSTEMS, LLC</b>  <b>Debtor.</b>	§ § § § § §	<b>Case No. 22-60043</b>  <b>(Chapter 11)</b>  <b>JUDGE CHRISTOPHER M. LOPEZ</b>
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**ORDER GRANTING EMERGENCY MOTION TO FIX A DATE BY WHICH DEBTOR  
MUST ASSUME OR REJECT EXECUTORY CONTRACT AND PAYMENT OF  
ADMINISTRATIVE EXPENSE CLAIM**

On December 21, 2022, Alexander E. Jones (the “Jones”), a creditor and party in interest in this case, filed his *Emergency Motion to Fix a Date by Which Debtor Must Assume or Reject Executory Contract and for Payment of Administrative Expense Claim* (the “Motion”). The Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the best interests of the Debtor, its creditors, and the estate requires that the Debtor determine whether to assume or reject the Agreement by the time set forth below; (iv) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and (v) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein.

Therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED to the extent set forth herein.
2. The Debtor must elect to assume or reject the Contract set forth below on or before such date that is 90 days from the entry of this Order and shall file, on reasonable (i.e., non-

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emergency) notice, an appropriate pleading seeking Court approval of that election at that time.

3. If the Debtor elects to assume the Agreement it must, concurrently with the entry of an order approving the Debtor's election, cure or provide adequate assurance of prompt cure of defaults under the Contract, and provide adequate assurance of future performance of its obligations under the Contract, in accordance with section 365 of the Bankruptcy Code and as ordered by the Court.

4. If the parties have not reached an agreement as to the existing or terms of a new contract by the deadline as set forth herein, the parties may stipulate to, or the Court may order for cause shown, an additional extension of time.

5. The Court shall retain jurisdiction to hear and consider all disputes arising out of the interpretation or implementation of this Order.

**Dated:** \_\_\_\_\_, 2022

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**UNITED STATES BANKRUPTCY JUDGE**